

The Contractor shall not construe advice, reviews and clarifications by the Government IPT members as direction by the Government. The Procuring Contracting Officer shall be the only individual authorized to redirect the effort or in any way modify any terms of this contract.

SMC--H002 ORGANIZATIONAL CONFLICT OF INTEREST (MAY 2003) (TAILORED)

The Contractor shall report any violation of the OCI Mitigation Plan(s) listed below and incorporated herein by reference, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposed to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct such action, subject to the terms of this contract.

The contractor shall include this clause and the appropriate OCI Mitigation Plan in the applicable subcontract. The terms "Contract," "Contractor," and "Contracting Officer" shall be appropriately modified to reflect the change in parties and to preserve Government rights.

OCI Mitigation Plan(s)

Dated

1. Boeing TSAT Space Segment Risk Reduction & System Definition
Phase Organizational Conflict of Interest (OCI) Mitigation Plan, Revision G

March 3, 2005

The following subcontractors that have accepted the OCI Plan listed above:

- Boeing BMC3 & Strategic Systems
- Boeing Laser & Electro-Optical Systems
- Alpha Informatics, Limited
- Ball Aerospace Technologies Corporation
- BBNT Solutions, LLC
- Cisco Systems, Inc.
- EMS Technologies, Inc.
- General Dynamics Decision Systems, Inc.
- Harris Corporation
- Hughes Network Systems
- L3 Communications
- Lucent Technologies, Inc.
- IBM Corporation

2. Raytheon Company TSAT Space Segment Risk Reduction & System Definition
Phase Organizational Conflict of Interest (OCI) Mitigation Plan, Revision D

March 3, 2005

This Clause was modified by: P00016 (this mod).

SMC--H003 ALTERNATE DISPUTES RESOLUTION (MAY 2003)

(a) The Department of the Air Force (Air Force), and Boeing Satellite Systems, Inc. (collectively the Parties) have entered into contract FA8808-04-C-0022 for the Transformational Communication MILSATCOM Space Segment program. The Parties share the objective of supplying America's war fighters with technologically advanced and reliable equipment in a timely manner and at a reasonable price to promote swift, safe and successful accomplishment of the national defense mission. This contract contains the "Disputes" clause (52.233-1) to implement the Contract Disputes Act of 1978. However, as contemplated by FAR 33.214, the parties also recognize that Alternative Dispute Resolution (ADR) procedures involving collaborative techniques can be used as an alternative to Disputes Clause procedures in order to avoid the disruption and high cost of litigation which detracts from mission accomplishment.

(b) The Parties agree that they will try to resolve all issues in controversy arising under or related to the contract by negotiation and mutual agreement at the contracting officer's level. If negotiations reach an impasse, the parties agree to use to the maximum extent feasible one or more of the ADR processes contemplated by FAR 33.2 to reduce or eliminate the need for litigation. The Parties further agree that any ADR process must be structured to allow sufficient time to exchange and analyze any information necessary to obtain and justify a settlement.

(c) Consistent with FAR 33.214, in cases where the parties decide to use ADR, the parties will prepare and agree to a specific, written ADR agreement appropriate to the controversy, before the ADR process begins. The agreement should normally address the following (as appropriate): authorized representatives for each party; ADR techniques and processes to be utilized and procedures to be followed; methods for the exchange of information; a schedule and procedures for any discovery proceedings, including how to limit discovery/factual exchange; appointment and payment of neutrals; whether and to what extent to stay or suspend any pending litigation; possible audit requirements; confidentiality, at what point the parties will begin negotiations; and a provision for termination of the agreement.

(d) If the contracting officer rejects a contractor's request to use ADR proceedings, the contracting officer shall provide the contractor a written explanation citing one or more of the conditions in 5 U.S.C. 572(b) or such other specific reasons that ADR procedures are inappropriate for the resolution of the dispute. See 41 U.S.C. 605(e) & FAR 33.214(b). In any case where a contractor rejects the government's request to use ADR proceedings, the contractor shall inform the agency in writing of the contractor's specific reasons for rejecting the request.

(e) It is not the intent of the parties that this agreement alter, supplement or deviate from the terms and conditions of any contract(s) between the parties, or the legal rights and obligations of the parties set forth therein. Any changes to those contract(s) must be executed in writing by authorized contracting officials.

(f) In the event either party believes a particular issue is not well-suited to ADR, or is dissatisfied with progress being made in a particular ADR proceeding, that party may, after good faith efforts to resolve the issue, elect to abandon the ADR process and proceed as otherwise provided under contract, regulation or statute. Nothing in this Agreement shall be deemed to prevent either party from preserving and exercising its legal rights and remedies during the ADR process.

SMC--H005 MENTOR PROTEGE AGREEMENT (MAY 2003)

(a) The Government may fund Mentor-Protégé Agreement(s) between the successful offeror (hereafter referred to as the Mentor) in accordance with DFARS 219.7100, "Mentor-Protégé Program." The purpose of the program is to provide incentive for DoD contractors to assist small disadvantaged business in enhancing their capabilities and to increase participation of such firms in Government and commercial contracts.

(b) Candidate agreements may involve any area of performance under this contract and the Mentor may propose more than one Protégé. The number of agreements will be limited by funds availability. A Small Disadvantaged Business may only serve as a protégé to one mentor at a time.

(c) The Contractor is requested to propose any candidate Mentor-Protégé Agreements which will identify as a minimum, the potential protégé(s), type of assistance to be provided, schedule, and estimated subcontracts to be awarded. The Contractor is also requested to provide evidence of a DoD/OSDBU approved mentor request in accordance with DFARS 219.7103-1, or copies of any pending request including date of submission to DoD. If the Contractor intends to participate in the Mentor-Protégé Program, the Contractor shall submit a formal Mentor-Protégé Agreement(s) to DoD/OSDBU within thirty (30) days after receipt of award. As an incentive from the DoD, costs incurred by such offeror resulting from its provision of development assistance may be reimbursed. To obtain reimbursement, the